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REMARKS

ON THE

ANSWER

OF THE

Reverend Mr. M — N,

TO THE

FAITHFUL NARRATIVE OF FACTS,

Relating to the late Presentation of
Mr. H — s, to the RECTORY of
Al — w — LE in Northamptonshire.

*If I justify myself, mine own Mouth shall con-
demn me.* JOB, Chap. ix. V. 20.

By a BY-STANDER. J.B. —

L O N D O N: *Bystander*
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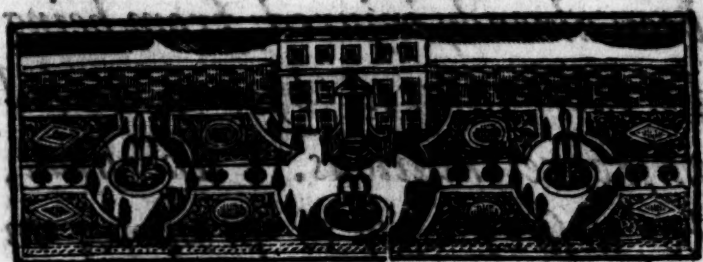
By a Person, who has been
long connected with the
Church of England.

BY A. BYSTANDER.

L O N D O N :

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[The Author's Name]



P R E F A C E.

THE Writer of this is unknown to, and altogether unconnected with, any of the Parties concerned in this transaction; and has no views of advantage of any kind from this small publication. He is only desirous of preventing a man, whom he believes to have been

P R E F A C E.

been already injured, from being farther injured by any artful misrepresentations. In short, he desires only to promote, in this affair, the interests of truth and of justice.

REMARKS, &c.



REMARKS, &c.



THE Affair which gave rise to the following Remarks having made some noise in the world, and being now published by the parties concerned, in order to enable the publick to judge between them: every man, we presume, has a right to give his opinion upon the case, without offending any one, or without its being considered as an improper intrusion into private concerns. Upon this principle the following Remarks are laid before the public. But previous to these observations, we shall give a short state of the Transaction which is the subject in dispute.

Mr. JOHN KIMPTON, a person in very moderate circumstances, possessed, in right of his wife, one third of the Advowson of Aldwinckle, All

B

Saints,

Saints, in the county of Northampton. Supposing this to be a saleable thing, as advowsons or rights of presentation to benefices are frequently sold, he purchased the other two thirds of his wife's sisters for 700 l. though it was with some difficulty that he raised the whole of that sum. The living becoming vacant, he treated with a person about the presentation, who was to have given him 1100 l. for it. But this treaty was on some account or other broken off, within fourteen days of a lapse. In this situation he applied to the Rev. Mr. B—r at Stepney for his advice, who advised him to go to the Rev. Mr. M—n, and acquaint him with his case, telling him, that “in him he would be sure of a *Good Man*, a *Counsellor*, and a *Friend*.” Accordingly they went to Mr. M—n, whom they found at the Lock Chapel. This gentleman, upon hearing the case, it appears, told Mr. K. that a void Presentation could not be legally sold, but that he must present somebody to the Living, or that it must lapse to the Bishop. And if Mr. K. gave the living away, he recommended his assistant Mr. H. who was then in the vestry, as a proper person to take it. And accordingly a few days after Mr. K. presented the living to Mr. H. without having any reason, as Mr. M. and Mr. H. declare, to expect from Mr. H. either a valuable consideration, or a resignation. Mr. K. on the other hand affirms, he understood and expected that Mr. H. would resign when he required him, or purchase the Advowson. However, Mr. H. has had the living about four years, and chooses to keep it; by which Mr. K. has

has lost 700l. besides the value of a third share of the right of presentation. Mr. K. therefore now complains very justly (admitting his representation of the matter to be true) of the injury done him. How far Mr. K. appears to be right, we shall now proceed to enquire, by making some observations on the answer which has been made to his complaint by Mr. M—n.

The answer begins with some observations on the nature of Simony. As to this, there are few persons who will not readily admit, that it would be much better, if ecclesiastical livings were not sold at all; but it is well known that they are frequently sold; and nothing that is said of Simony does particularly affect Mr. K. He understood little of ecclesiastical law; and wanted only to make that advantage of his right of presentation which is frequently done. The question therefore is not whether Simony be legal or justifiable, but whether Mr. M. and Mr. H. have acted in a fair, honest, sincere, and candid manner with Mr. K—n.

We shall now proceed to examine the state of Facts which Mr. M. produces in justification of himself, and of his Friend; and which he prefaces in the following manner, “ I defy the whole world to prove, that my advice was not honest and upright, and agreeable to the principles of Law and Conscience.”

In the first interview Mr. M. had with Mr. K. at the Lock Chapel on Friday, Feb. 17th, 1764. Mr. M. acknowledges, that Mr. K. freely acquainted him, that he had been in treaty about the sale of the living, with some persons who

were to have given him 1100 l. for it, but had gone off from their bargain. In answer to this it appears, that Mr. M. told him, that "by the laws of the land a void presentation could not be sold;" to which Mr. K. replied, "that he did not know that; but should be glad if he would advise him what to do." The conversation was, according to Mr. M's representation, continued in the following manner. Mr. M. "There are but two things to be thought of; the one is, that you must present somebody to the Living, or that it must lapse to the Bishop; for sold it cannot be, the laws both civil and ecclesiastical are against it." Mr. K. "I do not want to infringe upon the rules of the church." Mr. M. "Then, Sir, you must present, or let it lapse; there is no other lawful way of disposing of it." Mr. K. "I do not know any body to present; can you recommend a person to me." Mr. M. "I suppose you would chuse a Minister who would faithfully discharge his duty to the people." Mr. K. "Undoubtedly I should." Mr. M. "Then, Sir, I cannot recommend you to a better man than my assistant Mr. H—s, who is now in the vestry: if you please we will go into the vestry and talk the matter over with him. *

This

* The above is the account that Mr. M—n himself gives of this conversation, and which, therefore, may naturally be supposed to be in favour of that side which he espouses. The account given by Mr. K—n is considerably different; and is admitted

This part of the Conversation is short, but very interesting, as it contains Mr. M's advice

admitted to be a true account, would make the behaviour of Mr. M. and Mr. H. appear in a somewhat worse light. We have, however, throughout the whole of this pamphlet, drawn our inferences and reasoned only from Mr. M's own account of the affair; and even from that their conduct will appear to be, in our apprehension, very indefensible.

The account given of the first conversation by Mr. K—n, is as follows :

"Service being done, after friendly salutations in the Vestry Room, Mr. M—n, Mr. B—r, and I, walked together into the Chapel, when Mr. B—r acquainted Mr. M—n what was our errand. That I had a Living in my gift—that it was vacant—that my all was at stake in it—that I had sold it for eleven hundred pounds,—that the purchaser had flung up the bargain, just within fourteen days of a lapse—that unless I could find some way of disposing of the Living for the money, or somewhat very near as much as it was sold for, it would be my ruin—that if it lapsed to the Bishop, and he presented a young Man to it, the Living would be unsaleable.

We therefore begged his advice how to act in this critical affair, that I might preserve the Living from lapsing, and also that it might be put into such hands that I might be capable to dispose of it to advantage, and with expedition. Mr. M—n perceived immediately the unhappy situation I was in, and, after some deliberation, he said, That he was very sorry for me; but, said he, "there is Mr. H—s in the Vestry, he may take the Living; we will go and hear what he says." Accordingly we went into the Vestry Room together, and Mr. M—n acquainted Mr. H—s with the affair, and proposed to him to take the Living for a limited time; to which Mr. H—s replied, "I am very willing to stand in the gap."

After this Mr. M—n turned to me, and asked me, "What is

"the

to Mr. K. and Mr. K's manner of receiving it. The advice so far as respects the giving of the Living to Mr. H. appears to be dictated by a regard to his friend Mr. H. but not by any concern for the interest of Mr. K. though consulted by him as a friend. It was such kind of advice as must effectually defeat Mr. K's intention of making that advan-

"the value of your Living?" I told him, the value of the Benefice was about a hundred and twenty pounds a year, and that it was sold for eleven hundred pounds. He replied, "Sir, you can have no bonds, notes or obligations to resign, they are illegal; but, if they were legal, I would be bound in any sum for Mr. H—s's resignation." I said, I was very well content; I did not expect bonds of them, for I believed myself in safe hands. They then turned to the oath that is taken by the Incumbent when he receives Induction, and told me the nature of Simony, and that no stipulation, contract or obligation, could be made for a resignation; but never intimated, that if they received the Living, without any obligation or agreement, that then it would be unlawful for them to resign; or that there would be any difficulty in it. This I solemnly declare, as in the presence of God; and, had that been the case, I never could have put the Living into their hands, nor ought Mr. M—n to have suffered me to have done it, had I been so much out of my senses; for in my present case, I had chose him for my Counsel, and Mr. B—r and myself had so fully acquainted him with my circumstances, that he knew I must be ruined, if I rendered the Living unsaleable by putting in so young a man as Mr. H—s, provided he would not, or could not resign. Therefore, as they never intimated in the least syllable that they could not resign, but only that they could be under no penalty or obligation to it, I as firmly believed, and so did Mr. B—r, that it was their intention to resign the Living after a limited time, as though they had given security for it: As to the manner of their taking the Living, therefore, I relied entirely on Mr. M—n's fidelity, and should have done so, had it been for my life." *Faithful Narrative*, p. 3, 4, 5.

advantage he legally might have done of his
 right, and deprive him of all hope of that relief
 from it, which his circumstances required. How
 much he stood in need of relief, Mr. M. himself
 informs us in the following terms, " His di-
 " stresses, says he, were great, his creditors
 " many, and by what, I have since heard impa-
 " tient, so that he was obliged to make over
 " part of the Advowson as a security for their
 " debts; nay, he had borrowed the greatest part
 " of the purchase money, which had considera-
 " bly increased their demands." Indeed Mr. M's
 zeal to prevent Mr. K. from doing an illegal
 action, and a view to serve Mr. H. seem to have
 made him overlook entirely Mr. K's interest,
 about which he was then consulted; though
 Mr. K. by Mr. M's acknowledgment, had just
 before told him, that if the living went from
 him in a manner equivalent to what was now
 proposed, it would be a *dreadful loss* to him. But
 Mr. M. says, " As for the foolish argument
 " that has been made use of, to inflame the
 " minds of ignorant people against Mr. H. and
 " myself, that K. was poor, and therefore I
 " ought to have advised him how to sell the
 " Presentation, and not have suffered him to
 " have given it away: It is too absurd to need
 " an answer." Be it so: but was it not equally
 absurd and foolish, to recommend to a man in
 Mr. K's circumstances, a method of giving away
 his right on the most disadvantageous terms he
 possibly could for himself? Had Mr. M. him-
 self been in the condition he represents Mr. K.
 to be at this time, surrounded with duns, and
 distresses,

distresses, he would probably have thought the advice very foolish and very unkind. Would not Mr. M——n's invention, under such circumstances, have furnished him with some better method of giving away this living, than that he proposed to Mr. K. and which method might have been taken without violating the law?

The next thing that appears in this conversation, is, the manner in which Mr. K. is said to have received this advice. Mr. M. having made Mr. K. sensible that the living must be given away, Mr. K. Mr. M. tells us, made this calm answer. "I do not know any body to present; can you recommend a person to me." Strange! Mr. K. who is represented as wanting to make a corrupt bargain; and who is likewise said by Mr. M. to have been many years a distressed and needy man, who had fixed on this Advowson, in order to assist in repairing his fortunes, and paying his debts: this interested and designing man, is here represented to have closed immediately with the proposal of giving away the Living, without any limitation or condition in his own behalf; and accordingly Mr. M. proposes Mr. H. as a proper person to take it. Reader, is it probable that the truth has not been disguised or concealed, in this important part of the conversation? Is it possible that Mr. K. should be so totally regardless of his own interest and views, as to act in this manner? or if he did, would he not have been generally considered as a lunatic or a fool, and treated accordingly?

This conversation appears by Mr. M's account
to

to have passed between himself and Mr. K. in the Chapel; and from thence Mr. M. conducts him to the vestry, where they joined company with Mr. B. and Mr. H. Mr. M. then told Mr. H. that Mr. K. had a living void, that he wanted a person whom he might present, and that he had recommended *him* to Mr. K. Some conversation then passed about the Advowson, two thirds of the right to which had, it appears, been bought by Mr. K. of his two Sisters for 700 l. the other third being vested in himself, in right of his wife, who was one of the coheiresses to whom this Advowson descended. Mr. K. having now recovered his senses, which appear before to have been lost, he begins to talk with a view to his own interest, and therefore proposes that Mr. H. should take the living to prevent the lapse, and resign it when Mr. K. should have completed his intention in regard to a purchaser. This proposal Mr. H. we are told, absolutely rejected, refusing to take the Living on any terms of resignation, or any conditions whatsoever. Mr. M. then said, "Surely Mr. K. does not know the oath against Simony; I desire he may hear it, and then he will see for himself, that all bargains of this kind are attended with perjury." Accordingly Mr. M. ordered a person to fetch a large prayer book out of the Chapel, which being brought, he read the oath aloud, and afterwards proceeded to expatiate for a considerable time on the nature of simoniacal contracts. What followed we will relate in Mr. M's own words. "Mr. K. finding himself in such a situation, lamented himself, and repeated, "This Living will be my ruin, If

“ I cannot dispose of the Advowson for 1100 l.
 “ I am ruined.” Mr. H. said, “ he was sorry
 “ for it ; but would have nothing to do with
 “ the Living, unless he would present him to
 “ it, rather than let it lapse to the Bishop.” On
 Mr. K’s mentioning again his great distress on
 the occasion, Mr. H. spoke to the following effect ;
 “ I wish I could help you, Sir ; but I cannot as
 “ the case stands. I will stand in the gap for you,
 “ if I could with a clear conscience. I will tell you
 “ what I will do, I will go with you to the Bishop,
 “ and inform him of all the circumstances, and
 “ if he will wave the oath, and consent that I
 “ shall hold it for a time, I will stand in the gap
 “ for you with all my heart.” Mr. K. seemed
 much obliged to Mr. H. and said he would con-
 sider of it, and come to us the next morning. We
 then took our leave, and parted.”

Notwithstanding the absolute declaration Mr.
 H. had made several times, that he would have
 nothing to do with the living, unless Mr. K.
 would give it to him *out and out* (as Mr. H. ex-
 pressed it) yet we here find Mr. H. voluntarily
 making an offer to serve Mr. K. by taking the
 Living for a limited time, if the Bishop would
 consent to it. The pretence for this sudden
 change in Mr. H. is, the exclamations of ruin
 uttered by Mr. K. on finding himself in such a
 situation. But when it is considered, that Mr. K.
 from the first mention of the Living to Mr. M.
 and H. had declared the same, and neither of
 them by what appears, paid the least re-
 gard to his unhappy condition ; and particu-
 larly Mr. H. who upon Mr. K’s saying “ This
 “ Living will be my ruin,” answered, “ Sir, I
 “ have

“ have nothing to do with that.” When this is considered, surely there is great reason to suspect, that some other motive than merely a regard to Mr. K. induced Mr. H. to make this proposal for Mr. K’s benefit, at the time when they were just going to part company. He must surely be a wavering and inconsistent man, who, upon hearing of another man’s distress, should tell him, without the least mark of concern, “ Sir, I have nothing to do with that ;” and in half an hour afterwards, without any change of circumstances, except merely the repetition of the same distress, declare, “ Sir, I will do you “ all the service in my power,” or words to that effect. The protracting of the treaty with Mr. K. may, perhaps, from the circumstances of the relation, be more justly ascribed in part to an unwillingness in Mr. H. to lose sight of the Living, than to the single purpose of serving Mr. K. and how far this inference is right, the conduct of the parties in their farther treaty will shew.

As to what passed at this meeting, Mr. B. who was present, may be able to bear witness. But from this time it appears, that Mr. K. treated without any witness, and therefore the proof of what passed afterwards must be greatly to Mr. K’s disadvantage, at least two to one. For it is evident that each of the parties concerned are deeply interested in maintaining their sense of the matter in dispute.

We will now follow Mr. M. and Mr. H. home, and there we shall find them agreeing that the offer which had just been made by Mr. H. to assist Mr. K. was *simoniacal*. A most unlucky discovery for poor K—n!

The next morning being *Saturday* the 18th, Mr. K. it appears came again to Mr. M's; and for what passed there attend to Mr. M's own words. "The discourse about the Bishop was resumed; and I do remember full well my repeating the above reasons against it.* The matter then stood just as it did before going to the Bishop had been talked of. Mr. H. said he could have nothing to do with the Living, upon any terms or conditions whatsoever; nor would he have any thing to say to it, except Mr. K. thought fit to present him to it, rather than let it lapse to the Bishop." Mr. K. said, he could not present him that morning, having in his way to my house called on his Attorney, who told him somebody concerned in the late transaction had some farther proposals to make about it; therefore he could not present Mr. H. then." He said, he did not expect any thing to be done, and would come on Monday, and give Mr. H. the Living."

Mr. K. who at the last meeting, when no assistance had been yet offered him, is represented to have cried out *ruin; ruin*, so bitterly, as to make an impression even upon Mr. H.; This man, being in the same distressful circumstances, and without hope of relief from them; nay worse, being disappointed in the pleasing expectation with which he had been flattered the even-

* The Reasons here referred to, are, in Mr. M's own words. 1st, "As it would be asking him to do a thing, which, I apprehended, he had no power to do; for as the oath is appointed by law, he hath no power to wave it. 2dly, The transaction would, I apprehended, be, notwithstanding, *Simoniacal*, and it would appear to be asking the Bishop to help forward a *Simoniacal bargain*."

ing before; This very man, is here represented to have made answer to all these sorrowful tidings, with all the calmness of a *Stoick*, I will come on Monday, and give Mr. H. the Living. Is this credible? It is certain, that Mr. K. must have entertained a more favourable notion of the terms upon which he was going to give away the Living, than is here represented, or he would not have agreed directly to a proposal so ruinous to himself. But what must be thought of his conduct, when he even makes an apology for not immediately compleating his ruin? Indeed his behaviour is too inconsistent and absurd to be accounted for, without supposing that he understood the terms quite the reverse.

Thus we parted, says Mr. M. He then introduces us to Mr. Baron S——'s table, and here we have the Baron's advice to Mr. H. not to take the Living upon any other footing than a fair presentation.—“As for his distress, you “have nothing to do with it.” Neither ought he then to have had any thing to do with the Living, unless it had been impossible to find out any legal method to relieve, in some measure, the man's distress.

On Sunday it appears that Mr. K. sent a letter to Mr. H. to let him know that he intended to call upon him, and present him to the Living. Mr. K. it appears, had particularly mentioned on Saturday, that he would call on Monday; and yet he writes to Mr. H. on Sunday, to acquaint him with the same thing. Is it probable, that Mr. K. could be inclined to take this unnecessary trouble, if he had understood the agreement to be entirely against himself?

self? Is it not more likely, that he, having a quite different opinion of it, writes this letter to Mr. H. in order to keep him steady in the purpose of serving him? But let us resume Mr. M's account.

“ On the Monday morning following, says he, Mr. K. came again to my house, after having sent a letter on the Sunday to Mr. H. to let him know that he intended to call upon him, and present him to the Living. Mr. K. accordingly came, and said, “ I am come, according to my promise, to give you the Living.” At the same time Mr. K. lamented his situation in strong terms. I said, it could not be helped, he should have taken proper advice before he laid out his money, now it was too late, he must either present, or it must lapse to the Bishop; no other way could Perjury and Simony be avoided.” “ Well, says Mr. K. is it too late now to extricate myself, or words to that effect, and I will give Mr. H. the presentation.” Mr. H. said, “ Very well, Sir; but take notice I will have nothing to do with it upon any terms or conditions whatsoever. If you give it me *out and out*, so; if not, I will have nothing to do with it.” This was repeated more than once, or words to this effect; and Mr. K. acquiesced in it; nor did Mr. H. or myself entertain a suspicion to the contrary; Mr. K. having said more than once, “ As I *must* part with the Living, I am glad to give it *you*, Sir;” or words to that effect. A presentation was then sent for and filled up, and signed by Mr. K. with which Mr. H. went to wait on the Bishop of *P-b-b.*”

Mr. K. according to this account, came on
Mon-

Monday Morning to give away the Living: but in a quite different temper to what he was on Saturday; that is, lamenting his situation in strong terms, and declaring, "It is too late now to extricate myself." Here Mr. K. seems in a fit of despair to have been blind to his own interest, or he might have seen that all hope was not lost; as he could have had recourse to his own and first project (as Mr. M. stiles it) of putting in an old incumbent. Did not Mr. M. and Mr. H. know that this might have been done, and that Mr. K. could then have sold his right to the Advowson, to much greater advantage than could possibly be done if he presented the Living to Mr. H? Was it impossible to find an elderly man properly qualified for the Living? Did they not know that Mr. K's circumstances required, nay justice demanded, that he should make the best advantage he legally might of his right? For Mr. M. tells us, that Mr. K. was obliged to make over part of the Advowson as a security for his debts; nay, he had borrowed the greatest part of the purchase money, which had considerably increased their demands. But it is now too late, says Mr. M. you must either present, or it must lapse to the Bishop. True partly: but he might have presented it on more advantageous terms than to Mr. H. The little friendship Mr. M. and Mr. H. had shewn towards Mr. K. never surely could have induced him to sacrifice himself, his family, his creditors, to serve Mr. H. if he had seen clearly what he was about. Indeed his conduct here appears absolutely inconsistent and absurd; and must, we think, be misrepresented,

or

or the man have lost the use of his reason for a time. However, the opportunity was embraced, a presentation was then sent for and filled up, and signed by Mr. K. with which Mr. H. went to wait on the Bishop of *P—b—b*.

Having now got to the end of the Treaty, we will make a few observations upon it. — It is remarkable, that this important transaction was begun and finished in *three* days. Is it not extraordinary, that a man in Mr. K's circumstances should be so hasty to complete his own ruin, admitting he agreed to the terms Mr. M. and Mr. H. would be understood he did; and not allow himself time to try any other method, when it appears there were still about six days to come of a lapse? Indeed such extraordinary conduct exceeds belief. — It is likewise very remarkable, that during the whole course of this Treaty, not a single syllable appears to have been said either by Mr. M. or Mr. H. that Mr. K. was not to expect any benefit from the Living, if it were given to Mr. H. All that appears to have been insisted on, admitting the most favourable construction of the treaty in Mr. M. and H's behalf, was, that the Living should be given to Mr. H, *out and out*, without limitation or condition. But when Mr. K's ruinous circumstances are considered, and the long and eager expectation he had formed of making some advantage of his right, it must surely appear strange, that neither Mr. M. nor Mr. H. thought of giving any intimation of this kind, in justice to themselves, that they might not afterwards bear the blame of being in any degree accessory to his ruin; and in charity to the man, who was evidently blinded

to his own interest. Indeed if Mr. K. could act in the manner he is represented to have done, how very tender of doing what might have the appearance of an injury, ought those persons to have been, who had to deal with a man so extremely weak? But let us return to the State of Facts.

Nothing material appears to have passed at the Bishop's, which can add much to the weight of argument on either side. Mr. H. it appears, gets institution, and then goes into the Country to be inducted and take possession. This happened about March 1764. From this time to November 1764, Mr. M. tells us, Mr. K. intimated nothing of an expected resignation; but on the contrary appeared to be on the most friendly terms with Mr. H. However this be, it certainly affords an argument greatly in Mr. K's favour, unless it can be proved that he had any particular occasion to mention it before. For is it not natural to suppose, that any man would behave in this manner, who thought himself obliged so greatly as Mr. K. must, if Mr. H. had taken the living only till it could be disposed of to the best advantage? And had not Mr. K. entertained this notion, it is most probable he would have made some bitter complaints to Mr. H. about his distresses, in the course of friendly conversation; but nothing of this kind being intimated, it is most likely that Mr. K. thought he had sufficient security against these in his friend Mr. H. This inference, drawn from Mr. K's silence in regard to a resignation, will, we presume, appear far more natu-

ral than any which may be drawn from it against him. Indeed no inference, we think, can be fairly drawn from this circumstance against Mr. K. For unless from the first moment of giving the Living, he had entertained an opinion that he gave it upon terms suitable to his circumstances, what inducement could he have to mention this matter after nine months, rather than two or three? Did he hope that length of time would prejudice people in his favour, when he came to require what he has now required, a resignation? Or did any new and extraordinary distress force him to make the demand at this particular time? There appears, indeed, to be no ground for such suppositions. Mr. K. must, therefore, have entertained this opinion from the very first moment, or his behaviour was unaccountably absurd and foolish.

Having thus gone through the most material Facts mentioned in that part of Mr. M's answer, called, *A true State of Facts*, we shall now proceed to make some observations on that part of it, entitled, *An Answer to the Faithful Narrative*.

The limits of our pamphlet will not permit us to canvass the several misrepresentations, charged upon Mr. K. in this part of Mr. M's answer; nor indeed is it needful. The impartial Reader will, perhaps, think the particulars in debate not very material, with respect to the general state of the case; and after all, every person must chuse himself whether he will, in this respect, prefer the testimony of Mr. M. or Mr.

Mr. K. But we will now proceed to take notice of some particulars.

In this part of the Book we have a letter signed *W. B—d*, which being written in a very improper spirit, we shall not pass over in silence. It appears to us, that this letter will rather injure than help the cause of Mr. M. as it contains the most uncharitable suggestions of Mr. K's being a bad man, which, admitting they were true, can be no justification of Mr. M's conduct; but serve only to induce people to think Mr. K. not deserving of pity, even if he has been ruined by it. Not to mention the apparent want of equity and candour, in insinuating things to the disadvantage of a man's private character, without producing any kind of proof.

We will now take notice of two very remarkable proposals, offered, we apprehend, with a view to shew Mr. M's readiness to do Mr. K. justice; but upon examination, they will, we think, be found to be mere evasions of it. The former in the *True State of Facts*, p. 18. and the latter in the *Answer to the Faithful Narrative*, p. 45. We shall give them both in Mr. M's own words.

The first proposal is as follows, "For Mr. H. and K. to go the Bishop of *P—b—b*, to lay the state of the case before his Lordship, and agree to act according to his Lordship's determination." It appears to us, that his Lordship could be no proper judge in this controversy. His Lordship, we apprehend, is only authorized to determine, whether the presentation is, or

is not contrary to law; and not whether the presentation has or has not been obtained upon fair, honourable, and conscientious terms, between man and man; points essentially different. — The other proposal is as follows; “ If he, “ (Mr. K.) would convince me that *I was*, or *am* “ *mistaken*, let him state his case to two Coun- “ sel of the highest rank and eminence in their “ profession, and if they are of opinion, that “ Mr. K. might lawfully have sold his void “ Presentation, or that Mr. H. might lawfully “ have taken it, under any agreement or pro- “ mise, either directly or indirectly, made by “ himself, or by any other to his knowledge, or “ with his consent, to defeat the Bishop’s lapse, “ and resign it in favour of a purchaser, con- “ sistently with his *Oath*, I will end the dispute “ at once by making Mr. K. satisfaction for all “ the loss my *mistake* may have led him into.” There is no need, we think, to go far for counsel: the case is clear. It is admitted that Mr. K. might not lawfully have sold his void presentation, and likewise that Mr. H. might not lawfully have taken it, under any agreement or promise made, either directly or indirectly, to defeat the Bishop’s lapse, and resign it in favour of a purchaser, consistently with his *Oath*. But the questions which only can determine this dispute fairly and equitably, are, Whether Mr. K. could not legally have given away his void Presentation upon conditions of much greater advantage to himself? and whether Mr. M’s advice did not make Mr. K. lose this advantage? — Nothing can be a clearer proof of a weak cause,
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or a bad heart, than refusing to submit a point in dispute to a fair and equitable decision. But such too often is the nature of men, that when once they have been guilty of an error in conduct, they will cherish and increase it by obstinacy and self-deceit.

It appears, however, that Mr. M. had once come to a resolution of doing something for the relief of Mr. K. after having taken care to settle the notion under which this relief was to have been given: which, by the bye, was not a little extraordinary, that is, under the light of charity. What Mr. K.'s distressful circumstances might oblige him to submit to, we do not know; but we think that he has by such submission done great injury to himself. For if Mr. K. was really misled by wrong advice, however undesignedly given; or if any misapprehension about the presentation of the living had occasioned his distress, he had certainly a right to be considered as an injured man, though not intentionally so: and this notion of the word *injury* could not in the least affect Mr. M. or Mr. H.'s characters; but if Mr. K. was only to be considered as a distressed man, without any view to the living, he was certainly very much degrading his own character. However so strong was the aversion Mr. M. shewed to the word *injury*, that because he imagined Mr. K. still kept up in the minds of people the idea of his being an injured man, the treaty for relief was broken off by Mr. M. and poor K. left in his distress. We leave our Readers to form their own opinion of such mutability and prevarication,

tion. But however fond men may be of fame and popular applause, it seems to us, that a Minister of the Gospel ought not to descend so low to the opinions of men, as to forbear the doing of an action, which must, taken in any view, have been good in itself, and have given satisfaction to his own mind, merely because the world might form a different opinion of it.

Mr. M. appears to be greatly offended, and seems to be desirous that other people should be so too, at Mr. K's complaining of the treatment he has received. But it is not surely a just matter of reproach, that a man should complain who thinks himself injured, and who certainly suffers; and that his complaints should increase in bitterness, in proportion to the length of his sufferings, when no redress has been seriously offered, is neither unnatural nor indefensible. In short, Mr. K. complains that he has been injured by Mr. M's advice; he has certainly been a sufferer by it. By way of making him some recompense, Mr. M. takes abundant pains to prove that Mr. K. is a very bad man. But of this let it be remembered, Mr. M. has not produced the least satisfactory proof. In particular, Mr. K. is represented to have had very corrupt views with respect to the Advowson; but with what degree of truth or justice, we shall now enquire. Mr. K. it appears, being possessed in right of his wife of one third of the Advowson, he bought the other two thirds of his wife's sisters: "the whole expence, says Mr. M. including the purchase money of the two shares, came to about 700l."

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By this it appears, that if the whole of the Advowson had been bought at the same rate, the purchase money would have amounted to 1050*l*. But Mr. K. we find had bargained for 1100*l*. consequently if the whole of the Advowson had been sold by Mr. K. he would have gained 50*l*. more than the value of his own share, which at the rate he had bought the other two shares, was worth 350*l*. Is it to be supposed Mr. K. would have borrowed money to make this purchase, and run the hazard of Sale, if he had been sensible that he could not legally sell it again? Was it worth any man's while to be concerned so deeply in a knavish transaction of such amount, for so small a gain? Would any man hazard the losing of all he had, and the favour of his friends, by whose assistance he made this purchase, for this paltry profit? If these things cannot be supposed, then surely we may conclude that Mr. K. bought this Advowson as a thing he might legally sell again: and this is confirmed by his giving the full value for the shares he purchased. But if after Mr. K. had made this purchase, it appeared that the thing was not in some respects saleable: will any man say, that he had not a right to make that advantage of it the law would permit, in order to recover his purchase money, and do his friends justice who had assisted him in this affair? Indeed that he might do so, is too clear to admit a doubt.

Having now gone through such particulars as we thought most worthy of note, we shall state a short case.

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Suppose a man should appear and produce a deed of gift of another man's estate, by which the whole of that man's estate without any apparent motive, was made over to him, and the man and his family left entirely destitute of support; would not the world think he had been imposed upon, or that he did not know what he was about when he made such a grant? But if the man should appear and declare solemnly, that he never intended to make such a grant, but only to make a lease of his estate; would the world be in any doubt whether the whole was a juggle and a trick, or at least suppose that there had been some great misunderstanding between the parties? And would not the improbability of the circumstances in this case, be sufficient to determine against almost any weight of testimony? But let us return to the present affair.

It is possible that this unfortunate affair might happen through misapprehension and misunderstanding; however, if it were so, Mr. M. and Mr. H. appear to have been the cause of this. For when Mr. K. applied first to Mr. M. for his advice how to act, in a manner most consistent with the laws, and with his own distressful circumstances; Mr. M. we find did not give such advice as was properly suited to his circumstances, nor did he tell him that he was unable or unwilling to do this; which he certainly ought to have done, otherwise Mr. K. might naturally imagine that Mr. M. did in some way or other mean to serve him, when in
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fact he did not. On the other hand, we find Mr. H. through the whole of the treaty, spoke in a vague and indeterminate manner. Indeed when it is considered that the consequence of a misunderstanding in this affair must be the ruin of an innocent family, and an injury to Mr. K's creditors, and that Mr. H. was going to interpose under these delicate circumstances; he was, we think, bound in honour and conscience to tell Mr. K. in direct terms that he must not expect to receive any benefit from the living, if it were given to him. But this not appearing to have been done, Mr. H. cannot, we apprehend, avoid the blame of not being sufficiently clear and explicit; or the suspicion of being timorous, lest he should speak too plain. And that Mr. H. should speak expressly, was the more needful, because Mr. K. from the first to the last moment of the treaty, shewed the utmost unwillingness, even according to Mr. M's account, to part with the living on any terms but with a view in some respect to his own advantage. And though Mr. K. is said to have given it away at last, merely because he could not extricate himself, yet even this could be no motive to him to give it to Mr. H. For both Mr. K. and those he treated with knew that the ruin which must follow such conduct, might have been avoided in a great measure by giving the living to an old Incumbent. And therefore if the impossibility of extricating himself were any motive with Mr. K. to give the living to Mr. H. it must be that Mr. K. finding he could not extricate himself from the difficulties Mr. M. had raised (namely, that the living

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could not be sold, and that no security could be given for a resignation) therefore he determined to give the living to Mr. H. as one in whose hands he might safely trust it, without that security he had been endeavouring to obtain. However, if this affair did really happen through a misunderstanding only, Mr. H. who reaps the benefit of it, and has a valuable consideration in his own hands, ought, we think, to make Mr. K. full satisfaction for his loss; or if he does not, will it not be such an argument of a mean, selfish, and sordid spirit, in him, as will amount to the strongest presumption that Mr. K. has been really and wilfully ill-used?

In examining into this affair we have had recourse only to Mr. M's account of it, and the evidence even from that is, as we apprehend, greatly in favour of Mr. K. But if we allow that degree of weight to Mr. K's testimony it surely ought to have, the evidence in his favour will be so much stronger, as scarcely to admit a doubt that his complaint is just; and we cannot but in justice to him declare, that his account of this matter is most natural and consistent.

The conclusions which may be drawn from the whole matter are: That, it is evident, we think that Mr. M. and Mr. H's conduct in this affair will not in general be deemed blameless. It is likewise evident, that Mr. H. enjoys the benefit of this transaction. And it is also evident, that Mr. K. suffers by it.

Upon the whole, the case seems to stand thus, Mr. K. had a right to dispose of an ecclesiastical preferment. For two thirds of this right, he, tho' a
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man in very indifferent circumstances, gave 700l. All this Mr. M. admits. Is it possible to suppose that he would have done this, without expecting to receive some advantage from it? He has, however, given this money, and given away what was purchased with it, without receiving any advantage from it. Can the world believe that he would have done this, if he had not expected to be some way or other benefited by it? If they cannot, it must be admitted, we apprehend, by all impartial people, that Mr. K. is an *injured man*.

It may not be improper here to observe, that men in general, even those who are honestly intentioned, when they once happen to fall into errors through inadvertency or wrong judgment, are apt to be too confident in maintaining them. But it is certain, that no really good man will be so dogmatical and positive in his own opinion, as to refuse any light that may be thrown upon his mind in order to correct his judgment; or too inflexible, even if there were room to doubt, when such inflexibility must be attended with the ruin of any of his fellow creatures, which by due concession he might prevent. However, selfishness and self-flattery so often mislead men, that it is certainly a matter of real concern that any case of importance should happen, which cannot be referred to a legal decision; especially when experience shews how few men have honesty or spirit enough, to turn Chancellors against themselves.

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